

1 BEFORE THE
2 ILLINOIS COMMERCE COMMISSION

3)
4 IN THE MATTER OF:)
5)
6 ROBERT L. JOHNSON vs.) NO. 04-0444
7 NORTHERN ILLINOIS GAS)
8 COMPANY d/b/a NICOR GAS)
9 COMPANY)
10)
11 Complaint as to bill put)
12 in my name wrongfully,)
13 in Joliet, Illinois.)
14)
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17)
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 Chicago, Illinois
 November 15th, 2004

Met pursuant to notice at 10:00 a.m.

BEFORE:

Mr. John Riley, Administrative Law Judge.

APPEARANCES:

SONNENSCHNEIN, NATH & ROSENTHAL, LLP, by
MS. LETISSA CARVER REID
8000 Sears Tower
Chicago, Illinois 60606
for Nicor Gas.

SULLIVAN REPORTING COMPANY, by
Kathleen Maloney, CSR

1 JUDGE RILEY: Pursuant to the direction of the
2 Illinois Commerce Commission, I now call 04-0444.

3 This is a complaint by Mr. Robert L.
4 Johnson versus Northern Illinois Gas Company, doing
5 business as Nicor Gas Company, in a complaint as to
6 a bill put in complainant's name wrongfully in
7 Joliet, Illinois.

8 Mr. Johnson, are you still pursuing this
9 matter without an attorney?

10 MR. JOHNSON: Yeah. I haven't contacted an
11 attorney.

12 JUDGE RILEY: And is your address still 1825
13 South White Avenue?

14 MR. JOHNSON: Yes, it is.

15 JUDGE RILEY: In Joliet, Illinois?

16 MR. JOHNSON: Yes.

17 JUDGE RILEY: And the service address that you're
18 complaining about is 1400 Eunice Avenue in Joliet,
19 Illinois?

20 MR. JOHNSON: Yes.

21 JUDGE RILEY: Counsel for Nicor, would you enter
22 an appearance please?

1 MS. REID: On behalf of Northern Illinois Gas
2 Company, doing business as Nicor Gas Company,
3 Letissa Carver Reid from the law firm of
4 Sonnenschein, Nath & Rosenthal, LLP, 8000 Sears
5 Tower, Chicago, Illinois 60606.

6 JUDGE RILEY: Thank you.

7 And at this time I am going to turn to
8 Nicor and ask them what is your position now. What
9 does Nicor -- the bill has not been paid. The
10 complaint of sum is still outstanding.

11 MS. REID: Yes. And our position is that
12 Mr. Johnson is the customer of record and he is
13 responsible for payment of the bill.

14 We have requested through data requests
15 for Mr. Johnson that he submit any materials showing
16 that another tenant resided at the premises and used
17 the gas services.

18 I did receive leases from Dr. -- excuse
19 me -- from Mr. Johnson, and it -- I have serious
20 concerns about the authenticity of those documents.
21 Specifically one lease is alleged to have commenced
22 on December 3rd and through December 4th, and it's

1 signed December 3rd, 2003, and on the bottom of
2 lease -- on those pages of the lease, there's a date
3 of October 24th, 2004, which indicates that this
4 lease was printed off of the Internet on
5 October 24th, 2004, and then subsequently filled in
6 and backdated for December of 2003. And clearly
7 this is not an authentic lease.

8 JUDGE RILEY: Mr. Johnson, what is your response
9 to that?

10 MR. JOHNSON: I can't hardly hear her.

11 JUDGE RILEY: Counsel for Nicor has just stated
12 that she does not believe the lease you submitted to
13 her in response to a data request is an authentic
14 lease.

15 MR. JOHNSON: What do I have to do? I don't
16 understand.

17 She asked for something. I give it to
18 her, and now they're saying it's not authentic. How
19 does she even say it's not an authentic lease?
20 Where does that come from? I don't understand that.
21 How can she say that? Where the hell does she get
22 this from? I don't understand.

1 MS. REID: It's dated for 12-1-03.

2 JUDGE RILEY: Okay.

3 MR. JOHNSON: She wanted a copy of the lease. I
4 sent it to her. And now she's saying it's not an
5 authentic copy. You guys -- I don't know what you
6 want from me. I really don't. Everything that you
7 ask for I give you, and now you are saying it's not
8 authentic. I don't understand.

9 JUDGE RILEY: Mr. Johnson, where we are right now
10 is that you have a complaint outstanding that you do
11 not owe \$461.

12 MR. JOHNSON: I don't. I did not live there. I
13 don't owe that money.

14 People were living there. They were
15 supposed to pay the bill. I had never told them
16 that we pay the bill. I don't know where any of
17 that came from. She called her and said, maybe it
18 was in the lease. No, it wasn't in the lease. I
19 sent her the lease.

20 Now she's saying it's not an authentic
21 lease. I don't understand this. I see I am getting
22 railroaded, is what I see.

1 I see I'm the little guy, and the big guy
2 is picking on the little guy, and there's nothing I
3 can do. Now I'm told I need to get a lawyer. This
4 is costing me money. Why don't I just pay the bill?

5 MS. REID: Your Honor, I have --

6 MR. JOHNSON: That's what this is turning into.

7 MS. REID: I have shown to you --

8 MR. JOHNSON: The big guy picking on the little
9 guy, and I don't have a chance. That's what this
10 is.

11 JUDGE RILEY: Counsel, what were you saying?

12 MS. REID: I have shown to you the lease that was
13 submitted to me in a response to a data request, and
14 it's clear that the lease was signed and dated for
15 December 1st, 2003, but on the bottom of one of the
16 pages, it is a clear computer printout date of
17 October 24th, 2004, that has been whited out.

18 It is the company's position that
19 Mr. Johnson is the landowner and he benefited from
20 the use of the gas at his premises.

21 MR. JOHNSON: She's saying there's computer data
22 at the bottom of the page?

1 JUDGE RILEY: That's the allegation, Mr. Johnson.

2 MR. JOHNSON: You know what, they asked for
3 copies. I have no idea what the hell -- I don't do
4 any of this. I asked somebody else to do it.

5 These people -- I didn't live in this
6 house. I didn't use the gas.

7 THE COURT: But were you the owner of the
8 property?

9 MR. JOHNSON: Yes. First they said it was my
10 girlfriend.

11 JUDGE RILEY: First of all, was the service in
12 your name, or was it in the tenant's name?

13 MR. JOHNSON: It was in the tenant's name.
14 That's why I said why are they bothering me with
15 this.

16 MS. REID: Mr. Johnson is now the customer of
17 record.

18 We have evidence that Mr. Johnson called
19 and contacted the company and changed the gas
20 services over to his name. He's now the customer of
21 record.

22 MR. JOHNSON: When it was all over with, yes.

1 I had to keep the gas on because the
2 pipes were cold over there.

3 What does that have to do with the bill
4 that wasn't paid? I didn't have anything to do with
5 it.

6 JUDGE RILEY: You are saying, Mr. Johnson --
7 you're saying that from October 3 -- October 2003 to
8 February 2004, the service was in the name of the
9 tenants?

10 MR. JOHNSON: Those people lived in that house.
11 They had the gas on in that house. It was shut off
12 a couple times. I guess they didn't pay the bill.
13 I don't know what the deal was, but there was a
14 padlock on it. So they must have paid it and they
15 come over and turn it back on.

16 All I know is when I got there, they said
17 there is supposed to be a lock on it. I said
18 there's no lock on it.

19 I called them and told them that. They
20 are trying to charge me with a gas bill that I never
21 lived in the house. The gas was never in my -- the
22 only time the gas was in my name was -- and there

1 was nobody living there. I had it turned on so the
2 pipes didn't freeze.

3 That's the only time. That's the only
4 time, and they are trying to hit me with a gas bill
5 for \$500. I didn't even live in the damn house.

6 JUDGE RILEY: It's not a question of living in
7 the house.

8 MR. JOHNSON: No. The only time the gas was in
9 my name was for at least a month. And that was in
10 January. That was so the pipes wouldn't freeze
11 because it was cold out.

12 JUDGE RILEY: That was in January of when?

13 MR. JOHNSON: I don't remember the year. I would
14 have to look. I would have to ask my wife.

15 This is ridiculous. I can see they are
16 railroading. They are stepping on the little guy
17 again. That's all this is. They've got more power.
18 They've got more lawyers. They've got more time. I
19 don't have the time. I have to go to work for a
20 living.

21 I don't sit there and bother people for a
22 living. That's all they are doing.

1 JUDGE RILEY: Where we are at right now is
2 obviously at an impasse.

3 Counsel, did Nicor offer Mr. Johnson a
4 payment plan on this?

5 MS. REID: We did. We offered a deferred payment
6 plan, and Mr. Johnson was supposed to contact me
7 regarding the plan, and every time I called him -- I
8 called him at least three or four times -- I
9 would --

10 MR. JOHNSON: When did she call? I work
11 afternoons.

12 MS. REID: I called in the morning before noon.
13 We've talked several times, and the response was
14 always that the tenant -- the alleged tenant had not
15 given him the money.

16 MR. JOHNSON: They told me that they paid the
17 bill.

18 JUDGE RILEY: Just to recap that portion of it,
19 Mr. Johnson, you insist that -- was it Sara Pelton
20 or Kenrick Ali that told you that they had paid the
21 bill?

22 MR. JOHNSON: Kenrick Ali told my girlfriend that

1 he had paid the bill, that he had proof he paid the
2 bill, and I told him, I said, I hope you did because
3 I am tired of going through all this.

4 You know, and I told the people, I'm not
5 mad at you. I just want you to pay your bill.
6 That's all. Just take care of what you owe. I
7 don't need to have any hassles.

8 I says, you know, now they are bothering
9 me and I don't need this problem. I have got enough
10 problems of my own. I don't need your problems on
11 my door too. That was the whole thing. That was
12 it.

13 I'm not going to fight with these people.
14 You know, I can only tell them so much. If they
15 tell me they paid the bill, I can -- I can't -- I
16 don't know. I am tired of fighting with people over
17 this bill. This is ridiculous. I just can't take
18 it anymore.

19 I'm going to get stuck paying the thing
20 because Nicor has got all the lawyers and they've
21 got all the time in the world and I don't.

22 That's basically what's going to happen

1 here, and I can see it happening already. This is
2 just a waste of my time and yours too.

3 And, you know -- if she's the one I
4 talked to, when I asked for the judge's number, she
5 told me, you should have it. When I told her I
6 didn't have it, she said, well, you need to get it.
7 Why couldn't she have just given it to me instead of
8 being ignorant over the phone?

9 MS. REID: I object to the characterization.
10 Every time that Mr. Johnson or Ms. Sanchez called
11 the office, I was more than willing to assist them.
12 In fact, I called Mrs. Sanchez and provided them
13 with the name and number --

14 MR. JOHNSON: I'm not going to argue. I'm not
15 going to argue. I'm not going to argue.

16 JUDGE RILEY: Excuse me, Mr. Johnson. Someone
17 is speaking.

18 MR. JOHNSON: I know that, and I know what she's
19 saying too.

20 JUDGE RILEY: I have had all the bickering I'm
21 going to listen to.

22 Mr. Johnson, you are entitled to your day

1 in court.

2 Are you going to pursue this complaint or
3 aren't you?

4 MR. JOHNSON: Yeah, I am, but I don't have time
5 to go to court when I am working.

6 JUDGE RILEY: I'm sorry, but you're going to have
7 to. If you are going to pursue the complaint,
8 you're going to have to appear here.

9 MR. JOHNSON: Is this in Chicago?

10 JUDGE RILEY: It will be in downtown Chicago.

11 MR. JOHNSON: Is there anyway they can do it in
12 Joliet where I am from?

13 JUDGE RILEY: No. I have no knowledge of any
14 mechanism for moving the hearing out there.

15 MR. JOHNSON: I am still pursuing this, yes, I
16 am.

17 JUDGE RILEY: All right. Then --

18 MR. JOHNSON: Until these people pay this bill, I
19 am pursuing it, yes.

20 JUDGE RILEY: All right. Then I am going to set
21 a hearing date, and I'm not going to listen to
22 anymore of this.

1 MR. JOHNSON: Me neither.

2 JUDGE RILEY: All right. Get your calendars out.

3 I have December 13th open. I have December 15th.

4 I'm going to give it approximately 30 days. And I

5 have December 20.

6 MR. JOHNSON: 20th.

7 MS. REID: That's fine with me.

8 JUDGE RILEY: We'll set this as December 20th.

9 That will be at 10:00 a.m. sharp.

10 MR. JOHNSON: What do I have to have with me?

11 JUDGE RILEY: Any evidence that supports your

12 claim, witnesses or documents, and, Mr. Johnson, it

13 will be your burden to proceed first because you are

14 the complainant in this matter.

15 MR. JOHNSON: All right. Thank you.

16 MS. REID: And Mr. Johnson will appear in person

17 on December 20th?

18 JUDGE RILEY: I'm afraid -- you'll have to

19 appear in person, and, unless you have counsel, you

20 are going to have to pursue your own complaint.

21 MR. JOHNSON: All right. Thank you.

22 JUDGE RILEY: Is that understood?

1 MR. JOHNSON: Uh-huh.

2 JUDGE RILEY: Okay. Let the record reflect that
3 Mr. Johnson has broken the connection. He's quite
4 agitated and upset, however, it is his complaint and
5 his burden to go forward. So we have set the
6 hearing date of December 20th at 10:00 a.m., and we
7 will proceed at that time.

8 MS. REID: Thank you.

9 JUDGE RILEY: Thank you.

10 (Whereupon, the hearing in the
11 above matter was continued to
12 December 20, 2004,
13 at 10:00 a.m.)

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